

JAN 22 2 14 PM '97

BOOK 311 PAGE 513

BK 311 PG 513
W.E. DAVIS CH. CLK. NONEXCLUSIVE ACCESS EASEMENT
TO REMOVE FILL MATERIAL AND AGREEMENT

This Nonexclusive Access Easement to Remove Fill Material and Agreement made this 11th day of December, 1996, by and between Goodman Road Associates, Ltd., L.P. ("GRA"), and Goodman Road/I-55 Development Company, LLC ("I-55").

WHEREAS, I-55 and GRA own the property depicted on Exhibit "A" and Exhibit "B" (respectively the "I-55 Property" and the "GRA Property."

NOW THEREFORE, in consideration of Ten Dollars (\$10), the mutual consideration hereunder and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. GRA does hereby grant to I-55 and to its successors, heirs and assigns for the benefit of the I-55 Property the right to a nonexclusive access easement on and over the GRA Property for the purpose of removing and utilizing fill material to be used in connection with fill and grading work generally in accordance with the grading plans as shown on, or described on Exhibit "C" (the collectively the "Work") which will be performed on the I-55 Property.

2. I-55 shall indemnify GRA and hold GRA harmless in connection with any injuries to any person or damage to any property (other than that caused by normal construction and cut and fill activity, or the negligence of GRA or its agents) resulting from, or in connection with any of the Work.

3. Upon completion of the Work, the owner of the I-55 Property agrees to restore the general land surface area of the GRA Property disturbed, to a state no worse than its original conditions.

4. GRA reserves all uses of the Easement Areas not inconsistent with this instrument.

5. The easement granted hereby shall automatically terminate upon the earlier of December 31, 1997; or completion by I-55 of the Work.

6. The easements, rights and obligations (which are not personal) hereunder shall run with the land and shall inure to the benefit of and be binding upon the parties and respective successors and assigns.

IN WITNESS WHEREOF this grant of easement and agreement is effective the 11th day of December, 1996.

GOODMAN ROAD ASSOCIATES, LTD.

By: 222 Goodman, Ltd.
General Partner

By: 222 Partners, Inc.
General Partner

By: Steven D. Zell
STEVEN D. ZELL
Its PRESIDENT

GOODMAN ROAD/I-55 DEVELOPMENT COMPANY, LLC
BY: SOUTH LAKE CENTRE, LLC, as Administrator

By: Clary Development Corporation
Its: Authorized Member

By: Roger S. Clary
Roger S. Clary, President

STATE OF Mississippi)
COUNTY OF DeSoto) ss.

Personally appeared before me, Barbara J. Crenshaw, Notary Public, Steven D. Ezell, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and further acknowledged himself to be President of 222 Partners, Inc., a corporation, said corporation being a general partner of 222 Goodman, Ltd., a limited partnership, said limited partnership being authorized by Goodman Road Associates, Ltd., a limited partnership, to execute this instrument on behalf of Goodman Road Associates, Ltd.

WITNESS my hand, at office, this 11th day of December, 1996.

Barbara J. Crenshaw
Notary Public



My Commission Expires:

~~MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 28, 2000
BONDED THRU STEGALL NOTARY SERVICE~~

ACKNOWLEDGMENT

STATE OF Mississippi)
COUNTY OF DeSoto) ss.

On this the 11th day of December, 1996, before me, the undersigned officer, personally appeared Roger S. Clary who acknowledged himself to be the President of Clary Development Corporation, the Authorized Member of South Lake Centre, LLC, which is the Administrator of Goodman Road/I-55 Development Company, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument in the name of and on behalf of said limited liability company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Barbara J. Crenshaw
Notary Public



My Commission Expires:


~~MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 28, 2000
BONDED THRU STEGALL NOTARY SERVICE~~

BENEFICIARY'S JOINDER, ACKNOWLEDGMENT AND CONSENT

FOR VALUE RECEIVED, this 11th day of December, 1996, the undersigned ("Mortgagee"), as the holder of the Deeds of Trust recorded in Real Estate Trust Deed Book 718, page 787 by and between Goodman Road Associates, Ltd., L.P. in favor of Ron Mills, Trustee of Nashville, Tennessee for the use and benefit of Jack K. Byrd, Trustee of the Raymond Zimmerman Charitable Lead Trust, as amended by amendments of record in Real Estate Trust Book 782, page 710 and Book 815, Page 668, all in the office of the Chancery Clerk of DeSoto County, Mississippi that included the premises described as GRA and I-55 Property on Exhibit A of this Nonexclusive Access Easement to Remove Fill Material and Agreement does hereby acknowledge and consent to the within and foregoing Nonexclusive Access Easement to Remove Fill Material and Agreement and does hereby agree that any foreclosure, deed in lieu of foreclosure, or any sale under any power of sale of the deed of trust shall be made subject to the terms of the Nonexclusive Access Easement to Remove Fill Material and Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder, Acknowledgment and Consent to the Nonexclusive Access Easement to Remove Fill Material and Agreement under seal, as of the date first above written.

BENEFICIARY:


JACK K. BYRD, TRUSTEE FOR THE
RAYMOND ZIMMERMAN CHARITABLE
LEAD TRUST

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss.
 COUNTY OF DAVIDSON)

On this 14th day of ^{JANUARY, 1997} ~~December~~, 1996, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Jack K. Byrd, to me personally well known, who stated that he was the Trustee for the Raymond Zimmerman Charitable Lead Trust and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said Trust, and further stated and acknowledged that he/she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

James R. Mills
 NOTARY PUBLIC

My commission expires:

7/22/2000

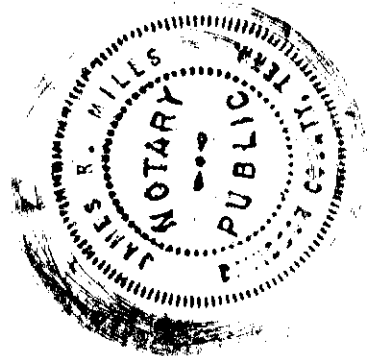


EXHIBIT "A"

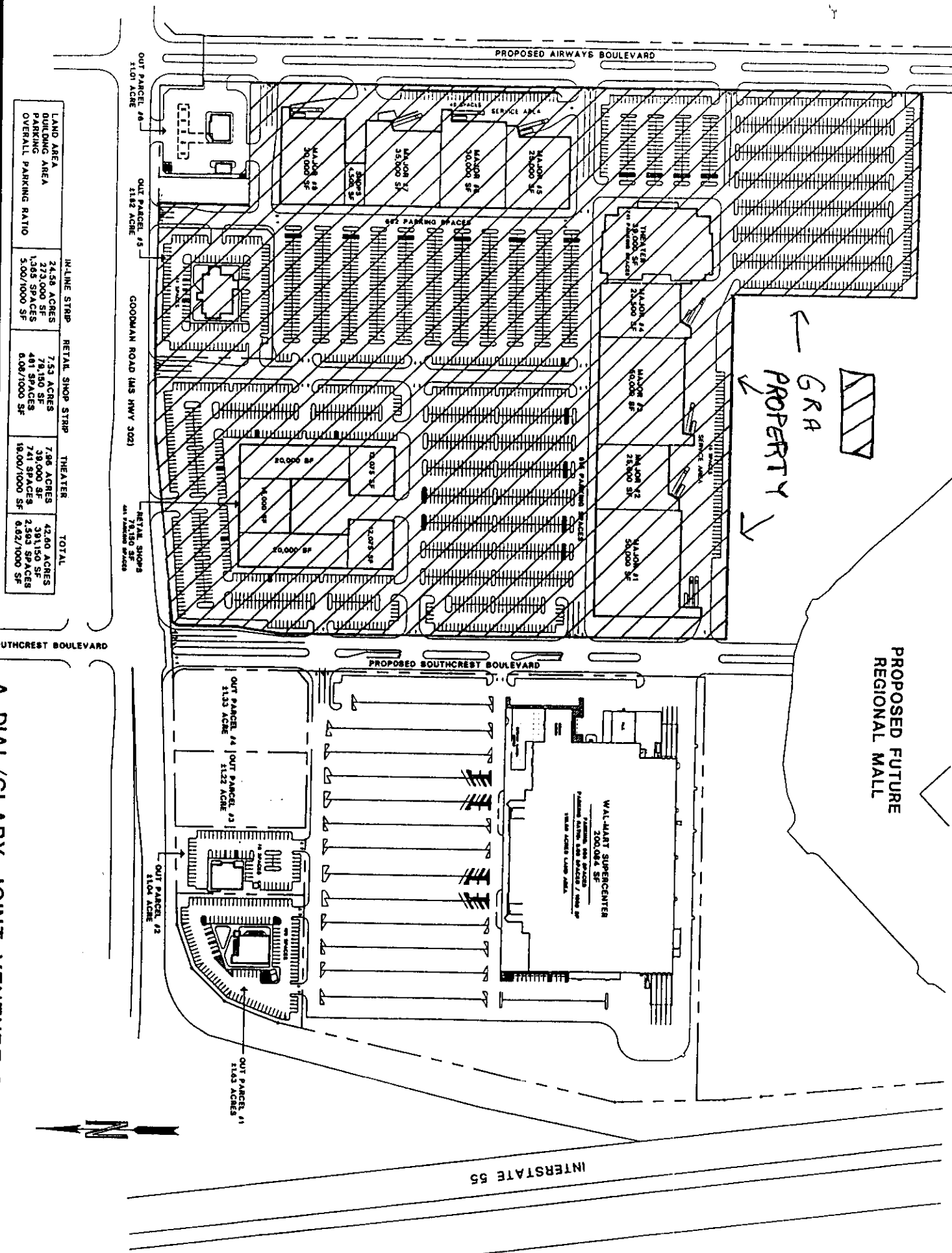
I-55

PROPERTY DESCRIPTION

All in a part of the NE 1/4 of Section 36,
Township 1 South Range 8 West,
City of Southaven, DeSoto County, Mississippi

EXHIBIT "B"

GRA PROPERTY DESCRIPTION



LAND AREA	24.58 ACRES	IN-LINE STRIP	RETAIL SHOP STRIP	THEATER	TOTAL
BUILDING AREA	323,000 SF	7.53 ACRES	38,000 SF	42,600 SF	
PARKING	1,365 SPACES	4.11 ACRES	7,141 SPACES	2,593 SPACES	
OVERALL PARKING RATIO	5.00/1000 SF	6.08/1000 SF	18.00/1000 SF	6.62/1000 SF	

DEVELOPMENT

CONSULTANTS

INCORPORATED

PROJECT NAME:

SOUTH LAKE CENTRE

SOUTHAVEN, MISSISSIPPI

PRELIMINARY SITE PLAN

DATE:

10-11-95

SCALE:

1" = 100'

DRAWN BY:

RAMB

CHECKED BY:

RAMB

APPROVED BY:

RAMB

PROJECT NO.:

95-051

SHEET NO.:

1

EXHIBIT B

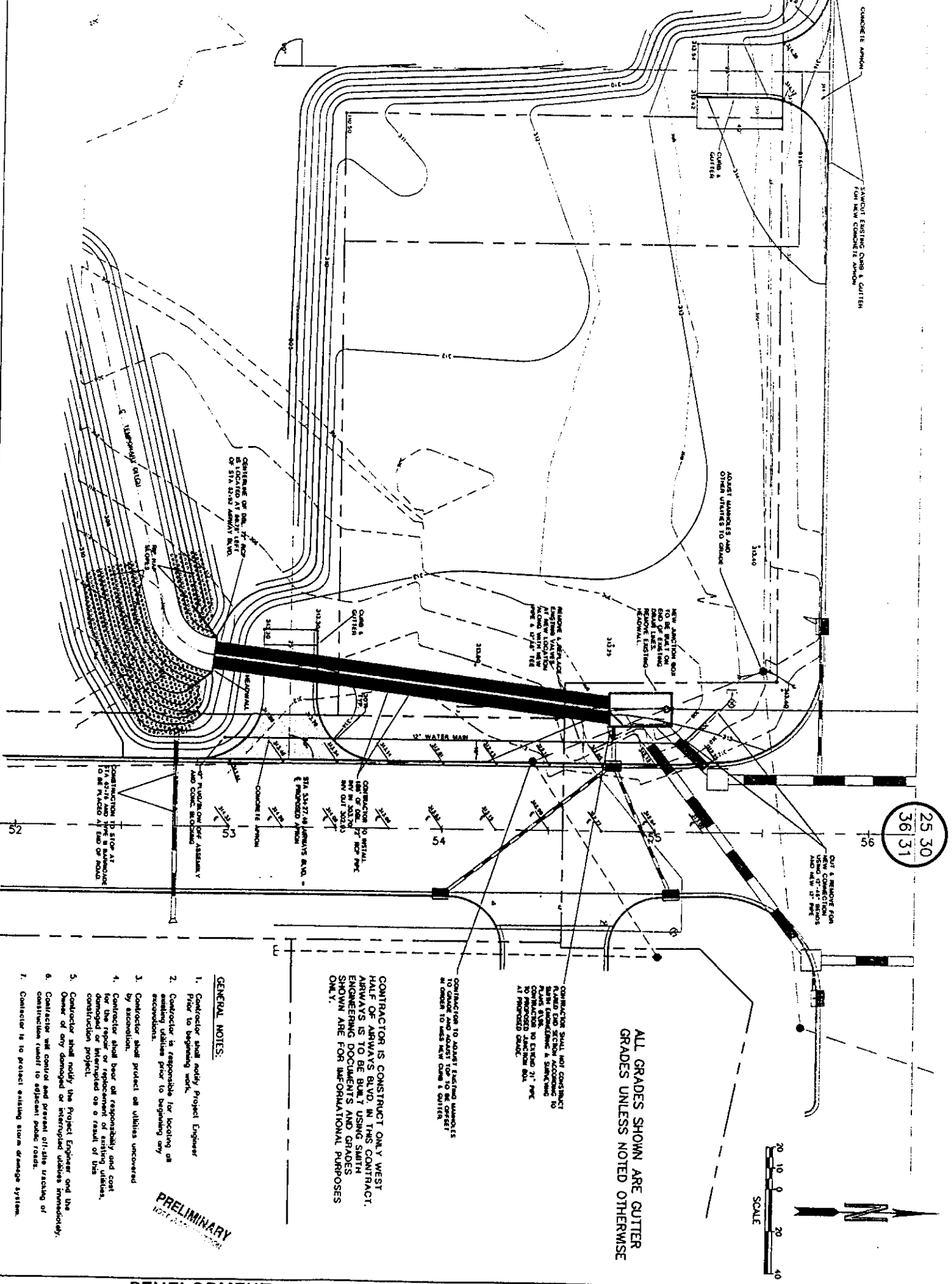
EXHIBIT "C"

IMPROVEMENTS

EXHIBIT "C"

IMPROVEMENTS

Such amounts of fill material as is necessary to construct Southcrest Parkway from Goodman Road to the approximate south boundary of GRA's Property shown on Exhibit B.



DEVELOPMENT		CONSULTANTS		INCORPORATED	
SOUTH LAKE CENTRE SOUTHAVEN, MISSISSIPPI	LOT 6 GRADING	PRELIMINARY NOT FOR CONSTRUCTION	DATE: 12/5/90	SCALE: 1" = 20'	DESIGNED BY: MLW

DEVELOPMENT CONSULTANTS INCORPORATED

1000 N. RICHMOND AVE.
SOUTHAVEN, MISSISSIPPI 38671

TEL: 662-866-1111
FAX: 662-866-1112

PROJECT NO.: 96-191

SHEET NO.: C-1

EXHIBIT C